

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: February 14, 2011

Sarah Curley
SARAH S. CURLEY
U.S. Bankruptcy Judge

6 Mark S. Bosco
7 State Bar No. 010167
Leonard J. McDonald
8 State Bar No. 014228
Attorneys for Movant

9 11-00817

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 No. 2:10-BK-40589-SSC

14 Brandon M. Smith and Mary A. Smith
15 Debtors.

Chapter 7

16 Wells Fargo Bank, N.A.
17 Movant,

ORDER

vs.

18 Brandon M. Smith and Mary A. Smith, Debtors,
19 Brian J. Mullen, Trustee.

(Related to Docket #12)

20 Respondents.

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22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefor,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated August 14, 2009 and recorded in the office of the
3 Pinal County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Brandon M. Smith
4 and Mary A. Smith have an interest in, further described as:

5 All that certain parcel of land situated in the City of Queen Creek, County of Pinal, State of
6 Arizona, being known and designated as Lot 51, Pecan Creek - North parcel 1, according to
cabinet D, slide 134, records of Pinal County, Arizona.

7 Being more fully described in Deed Inst. # 2008-073709 Dated 06/27/2008 and Recorded
08/04/2008 in Pinal County Records.

8 Tax ID: 109-28-051-08

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.

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